



Midvaal Local Municipality
PO Box 9, Meyerton, 1960
Tel: 016 360 7400
Fax: 016 360 7519
www.midvaal.gov.za

BID 8/2/2/393ADD (2023-2026) 3ME OR HIGHER

BID TO APPOINT A PANEL FOR THE SUPPLY, DELIVERY, INSTALLATION, REPAIRS AND MAINTENANCE OF WATER & WASTEWATER PUMP STATIONS, AND WATER & WASTEWATER TREATMENT PLANTS IN MIDVAAL LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS, FROM DATE OF APPOINTMENT TO 30 JUNE 2026

CIDB 3ME

CONTRACTOR:.....

NAME:.....

ADDRESS:.....

POSTAL CODE:.....

TELEPHONE:.....

FAX:.....

BIDDERS CSD NO:.....

PREPARED BY:

Midvaal Local Municipality

Email : tenders@midvaal.gov.za

Contact No. 016 360 7453

MIDVAAL LOCAL MUNICIPALITY

BID 8/2/2/393ADD (2023-2026) 3ME OR HIGHER

**BID TO APPOINT A PANEL FOR THE SUPPLY, DELIVERY, INSTALLATION, REPAIRS AND MAINTENANCE OF
WATER & WASTEWATER PUMP STATIONS, AND WATER & WASTEWATER TREATMENT PLANTS IN
MIDVAAL LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS, FROM DATE OF APPOINTMENT
TO 30 JUNE 2026**

TABLE OF CONTENTS

Contents		
Number	Heading	Pages
PART T1	TENDERING PROCEDURES	
T1.1	Tender Notice and Invitation to Tender	3
T1.2	Tender Data	8
PART T2	RETURNABLE DOCUMENTS	
T2.1	List of Returnable Documents	11
T2.2	Returnable Schedules	13
PART C1	AGREEMENT AND CONTRACT DATA	
C1.1	Form of Offer and Acceptance	60
C1.2	Contract Data (Part 1)	63
C1.2(2)	Contract Data (Part 2)	68
C1.3	Form of Guarantee	70
PART C3	SCOPE OF WORK	
Part 1	Scope of Work and Specifications	73
Annexures A	Standard Conditions of Tender	88
	Performance Management System	103

MIDVAAL LOCAL MUNICIPALITY

BID 8/2/2/393ADD (2023-2026) 3ME OR HIGHER

BID TO APPOINT A PANEL FOR THE SUPPLY, DELIVERY, INSTALLATION, REPAIRS AND MAINTENANCE OF WATER & WASTEWATER PUMP STATIONS, AND WATER & WASTEWATER TREATMENT PLANTS IN MIDVAAL LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS, FROM DATE OF APPOINTMENT TO 30 JUNE 2026

T1.1: TENDER NOTICE AND INVITATION TO TENDER

Tender Notice and Invitation to Tender

BID TO APPOINT A PANEL FOR THE SUPPLY, DELIVERY, INSTALLATION, REPAIRS AND MAINTENANCE OF WATER & WASTEWATER PUMP STATIONS, AND WATER & WASTEWATER TREATMENT PLANTS IN MIDVAAL LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS, FROM DATE OF APPOINTMENT TO 30 JUNE 2026

Employer Tender Number: BID **8/2/2/393ADD (2023-2026) 3ME OR HIGHER**

Cidb Reference Number: **100094236**

MIDVAAL LOCAL MUNICIPALITY INVITES TENDERS FOR SUPPLY, DELIVERY, INSTALLATION, REPAIRS AND MAINTENANCE OF WATER & WASTEWATER PUMP STATIONS, AND WATER & WASTEWATER TREATMENT PLANTS IN MIDVAAL LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS, FROM DATE OF APPOINTMENT TO 30 JUNE 2026

It is estimated that tenderers should have a cidb contractor grading of 3ME or higher.

Preferences are offered to tenderers who have suitable experience and suitably qualified employees and resources to render the services.

The council reserves the right to accept any bid or part thereof and does not bind itself to accept the lowest or any bid and not to consider any bid not suitably endorsed or comprehensively completed.

Bids completed in pencil or re-typed will be regarded as invalid bids.

Bids must also be submitted in full, i.e with all pages attached, failure thereof will result in your bid being disqualified.

SPECIFIC GOALS & POINTS:

Local Enterprise: 10 Points

B-BBEE: 10 Points

Bids will be evaluated and adjudicated according to the following criteria:

- relevant specifications and technical proposals,

- value for money
- capability to execute the contract,
- Midvaal SCM policy, PPPFA, PPPFA regulations and any other relevant legislation's,
- As well as any supporting documents where required and local content (if applicable)
- Details of the specific goals' allocation are demonstrated in the bid document.

PLEASE NOTE:

1. No faxed or e-mailed tenders will be accepted.
2. All tenders must be submitted on the official forms (not to be re-typed). Only original signed tender documents will be accepted.
3. Bids must be completed in black ink. No correction fluid will be allowed. All alterations must be crossed out and initialled.
4. Where a compulsory briefing session is required, it is the onus of the bidder to attend and arrive on time. Late arrivals will not be allowed to sign the attendance register and will be deemed to be absent.
5. No bids will be considered from bidders Who did not attend the briefing session.
6. Midvaal local municipality will not accept any bid with missing pages and not fully completed with the required attachments.

Only tenderers who have read and signed the provisions of the rules and specifications which are included in the bid documents are eligible to submit tenders.

A non-refundable tender deposit of R595.00 payable by proof of deposit is required on collection of the Tender documents.

Bidding documents containing the specifications and details of the deliverables will be available from, 02nd of May 2024 @12H00. A hard copy may be purchased at the Supply Chain Municipal Offices, 25 Mitchell Street, Meyerton, 1960, at a non-refundable amount of:

R267.00 VAT inclusive for a document with pages 0 - 100

R471.00 VAT inclusive for a document with pages 101 – 200

R595.00 VAT inclusive for a document with pages 201 – 300

These prices are applicable for formal bids only, and purchases are to be made at the rates and taxes hall during office hours Monday – Friday, 07:30 – 15:00 or alternatively direct deposits (no cheques accepted) to:

Midvaal Local Municipality,
Bank: Nedbank,
Account Number: 1224797469,
Branch: Public Sector - Central Gauteng

NB: Please use the bid/tender number as reference and remember to bring proof of payment for collection of bid documents. Alternatively, bidding documents may be requested via tenders@midvaal.gov.za. The bidding document will be sent to the requesting bidder free of charge.

The bid document will also be made available for download on National Treasury e-Tenders portal. Bidders using this option are hereby advised to monitor the portal regularly for updates and uploaded

addendum during the time the bid is advertised. It is the responsibility of the bidder to ensure that they are up to date with all issued documents.

Queries relating to the issues of these documents may be addressed to:

SCM

Tel No. 0163607453

E-mail. tenders@midvaal.gov.za

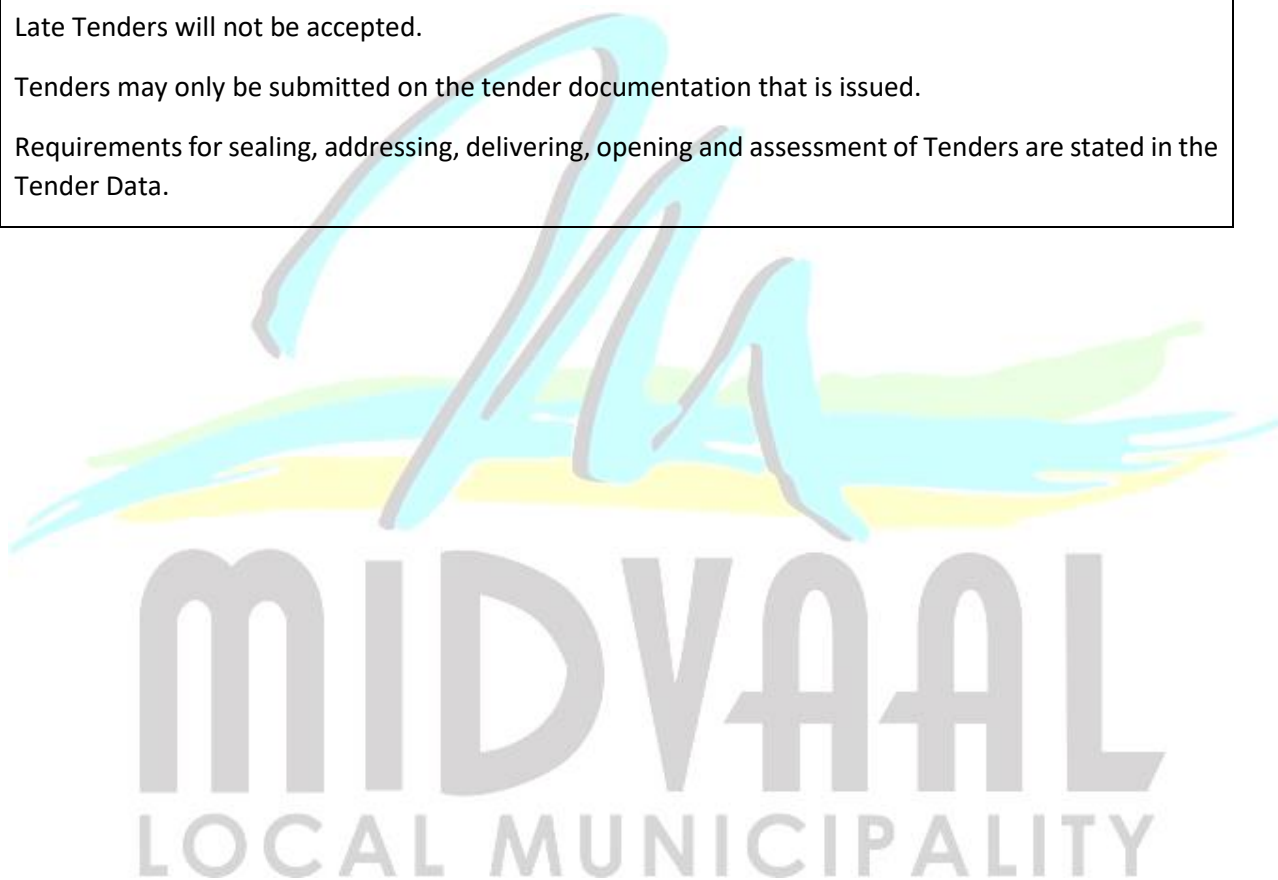
A compulsory clarification meeting with representatives of the Employer will take place at Midvaal Engineering Services, 56 Rooibok Street, Highbury, Randvaal **on 13th May 2024 starting at 11:00.**

The closing time for receipt of Tenders is 10h00 on Wednesday, June 5, 2024.

Late Tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

Requirements for sealing, addressing, delivering, opening and assessment of Tenders are stated in the Tender Data.



MBD 1
PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF MIDVAAL LOCAL MUNICIPALITY

BID NUMBER:	8/2/2/393ADD(3ME OR HIGHER) (2023-2026)	CLOSING DATE:	05 JUNE 2024	CLOSING TIME:	10:00AM
DESCRIPTION	BID TO APPOINT A PANEL FOR THE SUPPLY, DELIVERY, INSTALLATION, REPAIRS AND MAINTENANCE OF WATER & WASTEWATER PUMP STATIONS, AND WATER & WASTEWATER TREATMENT PLANTS IN MIDVAAL LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS, FROM DATE OF APPOINTMENT TO 30 JUNE 2026				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS

25 MITCHELL STREET

MEYERTON

1961

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (TICK APPLICABLE BOX)	☐ YES ☐ NO			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ YES ☐ NO

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ YES ☐ NO [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ YES ☐ NO [IF YES ENCLOSE PROOF B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	SUPPLY MANAGEMENT CHAIN	CONTACT PERSON	ENGINEERING: WATER AND SANITATION
CONTACT PERSON	SCM Official	TELEPHONE NUMBER	016 360 7556
TELEPHONE NUMBER	016 360 7484	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	tenders@midvaal.gov.za
E-MAIL ADDRESS	tenders@midvaal.gov.za		

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

MIDVAAL LOCAL MUNICIPALITY

BID 8/2/2/393ADD (3ME OR HIGHER) (2023-2026)

BID TO APPOINT A PANEL FOR THE SUPPLY, DELIVERY, INSTALLATION, REPAIRS AND MAINTENANCE OF WATER & WASTEWATER PUMP STATIONS, AND WATER & WASTEWATER TREATMENT PLANTS IN MIDVAAL LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS, FROM DATE OF APPOINTMENT TO 30 JUNE 2026

T1.2: TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294: 2004, Construction procurement processes, Procedures and Methods. The Standard Conditions of Tender form part of this document and agreement.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Wording
F.1.1	The employer mentioned in the clause is MIDVAAL LOCAL MUNICIPALITY
F.1.2	The tender documents issued by the employer comprise: Tender Part T1: Tendering Procedures T1.1 Tender notice and invitation to tender T1.2 Tender data Part T2: Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules Contract Part C1: Agreement and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee Part C2: Pricing data C2.1 Bills of Quantities Part C3: Scope of work C3 Specifications Annexures Annexure A : Standard Conditions of Tender
F.1.4	The employer is: Name: Midvaal Local Municipality Address: 25 Mitchell Street Meyerton

	1961 Tel: 016 360 5812 Fax: 086 502 0523 E-mail: tenders@midvaal.gov.za
F.2.1	Only tenderers who are registered with the CIDB, or are eligible of being so prior to the evaluation of bids, in a contractor grading designation equal to or higher than 3ME class of construction work, are eligible to submit bids. The bidder shall also be required to have additional grading's equal or higher than a 3ME. Joint ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB; 2. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than 3ME in the construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.
F.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders: a) Availability of plant and resources. b) Availability of knowledge and skills to manage and execute a contract of this nature and extent. c) Previous experience in projects of a similar value and nature and successfully completed. d) Satisfactory financial ability to execute a project of this nature and magnitude.
F.2.12	If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It shall be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.
F.2.13	N/A
F.2.13.5	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: Midvaal Local Municipality Physical address: 25 Mitchell, Meyerton, 1961, Midvaal Identification details: Bid No 8/2/2/393ADD – BID TO APPOINT A PANEL FOR THE SUPPLY, DELIVERY, INSTALLATION, REPAIRS AND MAINTENANCE OF WATER & WASTEWATER PUMP STATIONS, AND WATER & WASTEWATER TREATMENT PLANTS IN MIDVAAL LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS, FROM DATE OF APPOINTMENT TO 30 JUNE 2026

F.2.15	The closing time for submission of tender offers is 10h00 on 2024-06-05
F.2.15	Telephonic, telegraphic, telex, facsimile tender offers will not be accepted.
F.2.16	The tender offer validity period is 90 days.
F.2.23	The tenderer is required to submit the relevant certificates and documentation as required by the returnable schedules with his tender.
F.3.13.1	Tender offers will only be accepted if: a) the tenderers tax matters are in order with the South African Revenue Services prior to award. b) the tenderer is registered with the Construction Industry Development Board (CIDB) in an appropriate contractor grading designation; c) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges; d) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; e) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; and f) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
F.3.18	The number of paper copies of the signed contract to be provided by the employer is one .

MIDVAAL LOCAL MUNICIPALITY**BID 8/2/2/393ADD (3ME OR HIGHER) (2023-2026)**

BID TO APPOINT A PANEL FOR THE SUPPLY, DELIVERY, INSTALLATION, REPAIRS AND MAINTENANCE OF WATER & WASTEWATER PUMP STATIONS, AND WATER & WASTEWATER TREATMENT PLANTS IN MIDVAAL LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS, FROM DATE OF APPOINTMENT TO 30 JUNE 2026

T2.1: LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

1. Returnable Schedules required for tender evaluation purposes (included for completion)

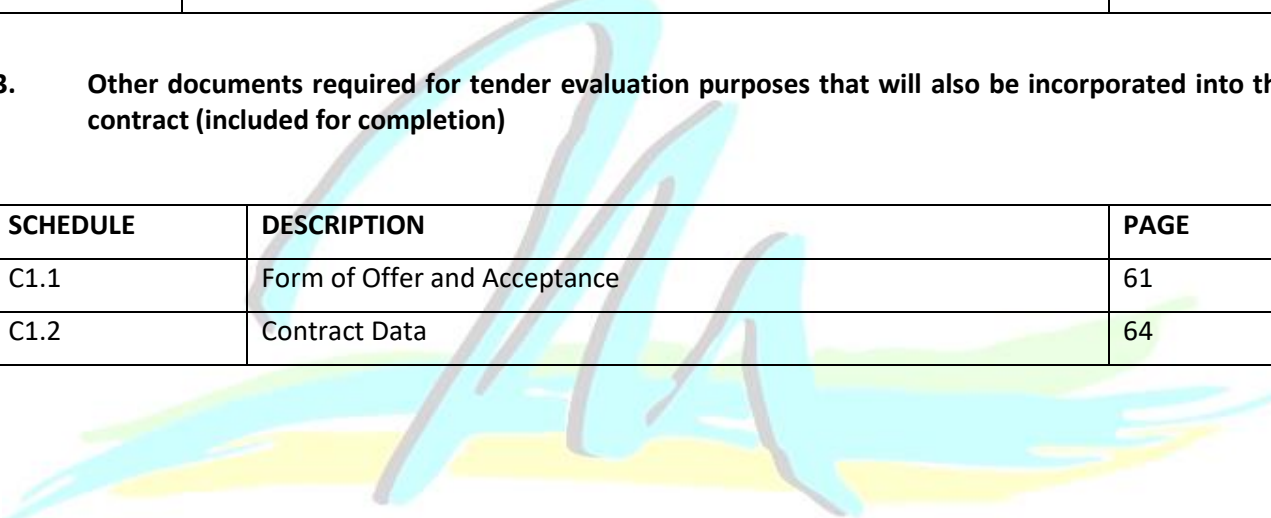
SCHEDULE	DESCRIPTION	PAGE
1.1	Alterations by Tenderer	14
1.2	Key Personnel	15
1.3	Certificate of Authority for Joint Ventures	16
1.4	Specific details of tenderer	17
1.5	Proposed Sub-contractors (N/A)	18
1.6	Previous experience of tenderer	19
1.7	Projected Cash Flow (N/A)	20
1.8	Record of Addenda to Tender Document	21
1.9	Compulsory Enterprise Questionnaire	22
1.10	Certificate of Attendance of the Site Inspection	24
1.11	Authority for Signatory	25
1.12	Declaration of Interest (MBD4)	27
1.13	Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022 (MBD 6.1)	30
1.14	Certificate of independent Bid determination (MBD 9)	34
1.15	Contract Form-Rendering of services (MBD 7.2)	37
1.16	Preference points claim form in terms of the preferential procurement regulation 2017	40
1.17	Construction Regulations	45
1.18	Tenders Financial standing	47
1.19	Declaration for Procurement above R10 million (MBD 5)	48
1.20	Municipal Services, Rates and Taxes Clearance Certificate for Supply Chain Management Purpose	51
1.21	Consent and Acknowledgments in Terms of the Protection of Personal Information Act 2013 (popi)	51

2. Other documents required for tender evaluation purposes (to be attached with submission)

SCHEDULE	DESCRIPTION	PAGE
2.1	Documents of Incorporation	54
2.2	CIDB Grading	55
2.3	UIF Payment	56
2.4	Joint Venture Agreement	57
2.5	CV's of Key Personnel	58
2.6	B-BBEE Status level verification certificate	59

3. Other documents required for tender evaluation purposes that will also be incorporated into the contract (included for completion)

SCHEDULE	DESCRIPTION	PAGE
C1.1	Form of Offer and Acceptance	61
C1.2	Contract Data	64



MIDVAAL
LOCAL MUNICIPALITY

MIDVAAL LOCAL MUNICIPALITY

BID 8/2/2/393ADD (3ME OR HIGHER) (2023-2026)

BID TO APPOINT A PANEL FOR THE SUPPLY, DELIVERY, INSTALLATION, REPAIRS AND MAINTENANCE OF WATER & WASTEWATER PUMP STATIONS, AND WATER & WASTEWATER TREATMENT PLANTS IN MIDVAAL LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS, FROM DATE OF APPOINTMENT TO 30 JUNE 2026

T2.2: RETURNABLE SCHEDULES

SCHEDULE 1.1: ALTERATIONS BY TENDERER

Should the Tenderer desire to offer any alternatives and/or alterations with economic or technical advantages to the Employer or to qualify his Tender in any way, he shall set out his proposals clearly hereunder, or alternatively state them in a covering letter attached to his Tender and referred to hereunder, failing which the Tender will be deemed to be unqualified.

If no departure or modification is desired, the schedule hereunder is to be marked "NIL", and signed by the tenderer.

PAGE	ITEM NUMBER	REMARKS

Signed Date

Name Position

Tenderer

SCHEDULE 1.2: KEY PERSONNEL

List of key-personnel (Contract Manager, Site Foreman and Artisans) that the Contractor proposes to bring onto site

DESCRIPTION	NUMBER
Contract Manager	
Technician: Electrical Engineering or Mechanical Engineering	
Artisan: Electrician	
Artisan: Mechanical	
Artisan: Millwright	
Artisan:	
Other:	
Other:	
Other:	
Other:	
Other:	
Other:	
Other:	
Other:	
Other:	
Other:	
Other:	
Other:	

Signed Date

Name Position

Tenderer

SCHEDULE 1.3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize

Mr. / Ms. ,

authorized signatory of the company, close corporation or partnership

..... ,

acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature Name Designation
		Signature Name Designation
		Signature Name Designation

NOTE: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to Schedule 2.5.

Signed Date

Name Position

Tenderer

SCHEDULE 1.4: SPECIFIC DETAILS OF TENDERER

Tenderer:

Address:

.....

.....

.....

Contact Person:

Telephone Number:

Fax Number:

Bank:

Branch:

Name of Account Holder:

Account Number:

Contact Person:

Telephone Number:

Guarantee:

Branch:

Contact Person:

Telephone Number:

VAT Registration No:

Signed Date

Name Position

Tenderer

SCHEDULE 1.5: PROPOSED SUB-CONTRACTORS (NOT APPLICABLE)

Tenderers shall state hereunder the name of any specialized Sub-Contractors they propose to appoint for the execution of certain sections of the Works:

[illegible]

Signed Date

Name Position

Tenderer

Tenderers shall furnish hereunder brief details of related works which they have satisfactorily completed in the past. Information shall include a description of the Works, the Contract Value and the name of the Employer. A printout of experience may also be attached to this page if preferred.

Signed Date

Name Position

Tenderer

SCHEDULE 1.7: PROJECTED CASH FLOW (NOT APPLICABLE)

The Tenderer shall complete the following construction program and determine the projected monthly cash flow according to the planned construction procedures and program.

MONTH	CASH FLOW (R)
Month 1	
Month 2	
Month 3	
Month 4	
Month 5	
Month 6	
Month 7	
Month 8	
Month 9	
Month 10	
Month 11	

Signed Date

Name Position

Tenderer

SCHEDULE 1.8: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer/Employer's agent before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

[illegible]

Signed Date

Name Position

Tenderer

SCHEDULE 1.9: COMPULSARY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

LOCAL MUNICIPALITY

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months
*insert separate page if necessary			

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months
*insert separate page if necessary			

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- ii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iii) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Tenderer

SCHEDULE 1.10: CERTIFICATE OF ATTENDANCE OF THE SITE INSPECTION

I,....., hereby declare that I attended the site inspection / or have visited the site on behalf of

(Delete which is not applicable)

I further certify that I am a full time employee of the company, satisfied with the description of the work and the explanations given by the Engineer (or his representative) and that I perfectly understand the work to be done in the execution of this Contract. I furthermore understand that I take the responsibility to examine the soil profiles and the conditions on site to complete the project according to the tender prices to be submitted for the Contract.

Signed Date

Name Position

Tenderer

Attendance of the above person at the meeting is confirmed by the Employer's Agent:

Signed Date

MIDVAAL
LOCAL MUNICIPALITY

SCHEDULE 1.11: AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out as below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I,, chairperson of the board of directors of, hereby confirm that by resolution of the board (copy attached) taken on 20....., Mr/Ms..... acting in the capacity of, was authorized to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witnesses :

1. Date :
2. Date :

B. Certificate of Partnership

We the undersigned, being the key partners in the business trading as hereby authorize Mr./Ms..... acting in the capacity of to sign all documents in connection with the tender for contract and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnerships as a whole

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms....., authorized signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for the Contractand any contract resulting from it on our behalf.

This authorisation is evidence by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for sole proprietor

I,hereby confirm that I am sole owner of the business trading as

As witnesses:

1. Chairman:.....
2. Date :

E. Certificate for Close Corporation

We, the undersigned, being key members in the business trading as
 hereby authorize Mr/Ms. acting in the capacity of
, to sign all documents in connection with the tender for Contract
 and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnerships as a whole.

SCHEDULE 1.12: DECLARATION OF INTEREST (MBD 4)

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months?**YES / NO**

3.9.1 If yes, furnish particulars.....

.....
3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.
.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars
.....
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.
.....
.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.
.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:
.....
.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Number	Employee

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

MIDVAAL
LOCAL MUNICIPALITY

SCHEDULE 1.13 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

- a) The applicable preference point system for this tender is the 90/10 preference point system.
OR
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or

at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2 If it is unclear whether the 80/20 or 90/10 preference point system applies, the following will apply:—
 - (a) an invitation for tender for income-generating contracts, either the 80/20 or 90/10 preference point system will apply and the highest acceptable tender will be used to determine the applicable preference point system; or

- (b) any other invitation for tender, either the 80/20 or 90/10 preference point system will apply and the lowest acceptable tender will be used to determine the applicable preference point system;

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Local Enterprise	N/A	10	N/A	
B-BBEE	N/A	10	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm _____

4.4 Company registration number _____

4.5 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in

paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

SCHEDULE 1.14: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of : _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor, however communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

Date

.....
Position

.....
Name of Bidder



SCHEDULE 1.15: CONTRACT FORM - RENDERING OF SERVICES (MBD 7.2)

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)

_____ In accordance with the requirements and task directives / proposals specifications stipulated in Bid Number: **BID 8/2/2/393ADD(3ME OR HIGHER) (2023-2026): TO APPOINT A PANEL FOR THE SUPPLY, DELIVERY, INSTALLATION, REPAIRS AND MAINTENANCE OF WATER & WASTEWATER PUMP STATIONS AND WATER & WATSTEWATER TREATMEENT PLANTS IN MIDVAAL LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS, FROM DATE OF APPOINTMENT TO 30 JUNE 2026**

at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

(i) Bidding documents, viz

- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Filled in task directive/proposal;
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
- Declaration of interest;
- Declaration of Bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;

(ii) General Conditions of Contract; and

(iii) SANS/ISO/other regulatory framework where applicable

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and

rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT

WITNESSES

1.

CAPACITY

DATE: _____

SIGNATURE

2.

DATE: _____

NAME OF FIRM

DATE: _____

MIDVAAL
LOCAL MUNICIPALITY

PART 2 (TO BE FILLED IN BY MIDVAAL LOCAL MUNICIPALITY)

1. I _____ in my capacity as _____ accept your bid under reference number Bid Number: **BID 8/2/2/393ADD(3ME OR HIGHER)(2023-2026): TO APPOINT A PANEL FOR THE SUPPLY, DELIVERY, INSTALLATION, REPAIRS AND MAINTENANCE OF WATER & WASTEWATER PUMP STATIONS AND WATER & WASTEWATER TREATMENT PLANTS IN MIDVAAL LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS, FROM DATE OF APPOINTMENT TO 30 JUNE 2026** dated _____ for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.
4. I confirm that I am duly authorized to sign this contract.

SIGNED AT MEYERTON ON _____

NAME (PRINT) _____

SIGNATURE _____

OFFICIAL STAMP

WITNESSES

1. _____

DATE: _____

2. _____

DATE: _____

SCHEDULE 1.16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

5. GENERAL CONDITIONS

5.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

5.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

5.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

5.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

5.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

5.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

6. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

7. POINTS AWARDED FOR PRICE

7.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

8. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 8.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

9. BID DECLARATION

- 9.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

10. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 10.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

11. SUB-CONTRACTING

- 11.1 Will any portion of the contract be sub-contracted?
(*Tick applicable box*)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 11.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of

Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

12. **DECLARATION WITH REGARD TO COMPANY/FIRM**

12.1 Name of company/firm:.....

12.2 VAT registration number:.....

12.3 Company registration number:.....

12.4 **TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

12.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

12.6 **COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

12.7 **MUNICIPAL INFORMATION**

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

12.8 Total number of years the company/firm has been in business:.....

12.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- v) The information furnished is true and correct;
- vi) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- vii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- viii) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (f) disqualify the person from the bidding process;
 - (g) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (h) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (i) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (j) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

In terms of regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 18 July 1993 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

Yes	
No	

[illegible]

.....

.....

.....

4. Provide details of proposed training (if any) that will be undergone:

.....

.....

.....

.....

.....

5. List potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

.....

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfillment of the Regulations for the duration of the construction and defects repair period.

(Tick)

Yes	
No	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1. ID NO:

(Name in Print:)

2. ID NO:

(Name in Print:)

SCHEDULE 1.18: TENDERER'S FINANCIAL STANDING

In terms of Clause F2.1 of the Tender Data the Employer may make inquiries to obtain a bank rating from the Tenderer's bank.

To that end the Tenderer must provide with his Tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount, within the specified time for completion.

Name of account holder:
.....

Name of Bank: Branch:.....

Account number: Type of account:.....

Telephone number: Facsimile number:.....

Name of contact person (at bank): Bank Rating:

Failure to provide either the required bank details or a certified bank rating with his Tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion. As such, his Tender will be ruled as "invalid".

The Employer reserves the right to confirm with the Tenderer's bank that the supplied bank rating has not changed since the submission of the Tender.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

SIGNED BY/ON BEHALF OF TENDERER:

NAME.....SIGNATURE..... DATE.....

MIDVAAL
LOCAL MUNICIPALITY

SCHEDULE 1.19: MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLIONS (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing?
YES / NO

If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?
YES / NO

If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

If yes, furnish particulars.

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?
YES / NO

If yes, furnish particulars.

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?
YES / NO

If yes, furnish particulars.

SCHEDULE 1.20: MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE FOR SUPPLY CHAIN MANAGEMENT PURPOSE

The purpose of this form is to obtain prove that municipal services, rates and taxes of the service provider are **not more than three months in arrears** with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business.

Where bidders are not owners of a property and cannot submit a copy of the municipal account, the following must be completed together with a duly signed lease agreement:

(TO BE COMPLETED BY THE LANDLORD)		
Name of the Landlord:		
Property Physical Address:		
Please tick below	Yes	No
Rental: in arrears for more than 3 months		
Municipal services: in arrears for more than 3 months		
Landlord Signature:		
Date: _____		
Landlord's business stamp here (where applicable)		

MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE, OR LEASE AGREEMENT MUST BE ATTACHED BEHIND THIS PAGE.

CERTIFICATION

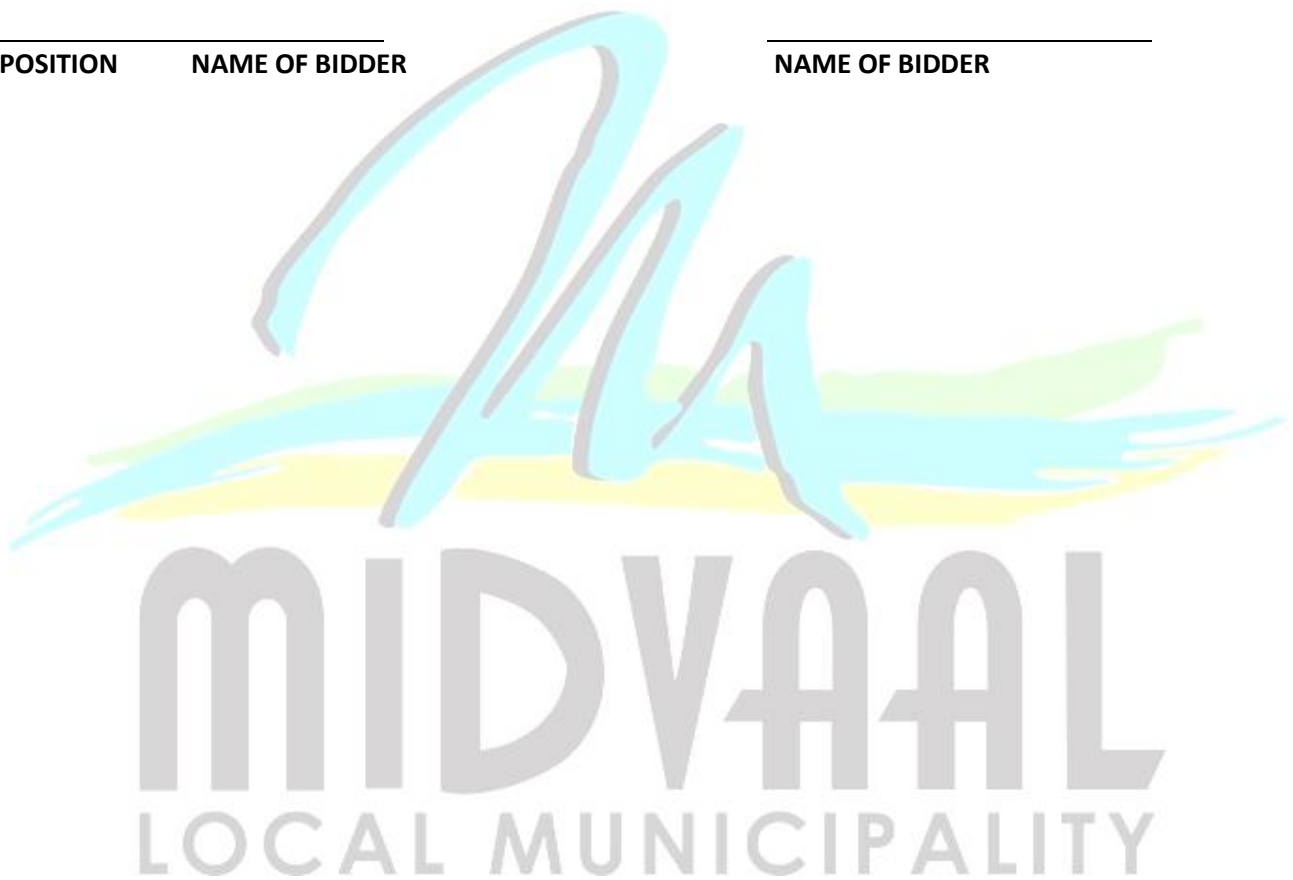
I, THE UNDERSIGNED (NAME) _____
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

SIGNATURE DATE

POSITION NAME OF BIDDER

NAME OF BIDDER



SCHEDULE 1.21: CONSENT AND ACKNOWLEDGMENTS IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 2013 (POPI)

This section sets out how personal information will be collected, used and protected by Midvaal Local Municipality hereinafter referred to as “MLM”, as required by the Protection of Personal Information Act. The use of the words “the individual” for the purposes of this document shall be a reference to any individual (bidder) communicating with MLM and/or concluding any agreement, registration or application, with the inclusion of each of those individuals referred to or included in terms of such agreement, registration or application.

1. What is personal information?

The personal information that MLM requires relate to names and surnames, birth dates, identity numbers, passport numbers, demographic information, education information, occupation information, health information, addresses, memberships, and personal and work email and contact details.

2. What is the purpose of the collection, use and disclosure (the processing) of personal information?

MLM is legally obligated to collect, use and disclose personal information for the purposes of:

- reporting MLM initiatives to the Gauteng Provincial Treasury and Sedibeng District Municipality;
- reporting to National Treasury all contracts awarded;
- obtaining information related to Tax Compliance information from SARS;
- Verifying information on the National Treasury database of defaulters;
- evaluating and processing applications for registration on the database;
- compiling statistics and other reports;
- providing personalised communications;
- complying with the law; and/or
- for a purpose that is ancillary to the above. Personal information will not be processed for a purpose other than what is identified (the purpose) above without obtaining consent beforehand.

3. How will MLM process personal information?

MLM will only collect personal information for the purpose as stated above. Information will be collected in the following manner:

- directly from the individual;
- from service providers who provided with services or goods to MLM;
- from MLM's own records relating to previous supply of services or goods; and/or
- from a relevant public or equivalent entity.

4. To whom will personal information be disclosed?

The personal information may be disclosed to other relevant public or other entities on whose behalf we act as intermediaries, other third parties referred to above in relation to the purpose or who are sources of personal information, service providers such as professional bodies who operate across the borders of this country (transborder flow of information) where personal information must be sent in order to provide the information and/or services and/or benefits requested or applied for. In the event of another party/ies acquiring all of or a portion of MLM's mandate or functions, personal information will be disclosed to that party but they will equally be obliged as we are, to protect personal information in terms of this policy and the law.

5. Consent and Permission to process personal information:

I hereby agree with the policy and provide authorisation to MLM to process the personal information provided for the purpose stated.

- I understand that withholding of or failure to disclose personal information will result in MLM being unable to perform its functions and/or any services or benefits I may require from MLM.
- Where I shared personal information of individuals other than myself with MLM I hereby provide consent on their behalf to the collection, use and disclosure of their personal information in terms of this personal information policy and I warrant that I am authorised to give this consent on their behalf.
- To this end, I indemnify and hold MLM not responsible in respect of any claims by any other person on whose behalf I have consented, against MLM should they claim that I was not so authorised.
- I understand that in terms of POPI and other laws of the country, there are instances where my express consent is not necessary in order to permit the processing of personal information, which may be related to police investigations, litigation or when personal information is publicly available.
- I will not hold MLM responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.

6. Rights regarding the processing of personal information:

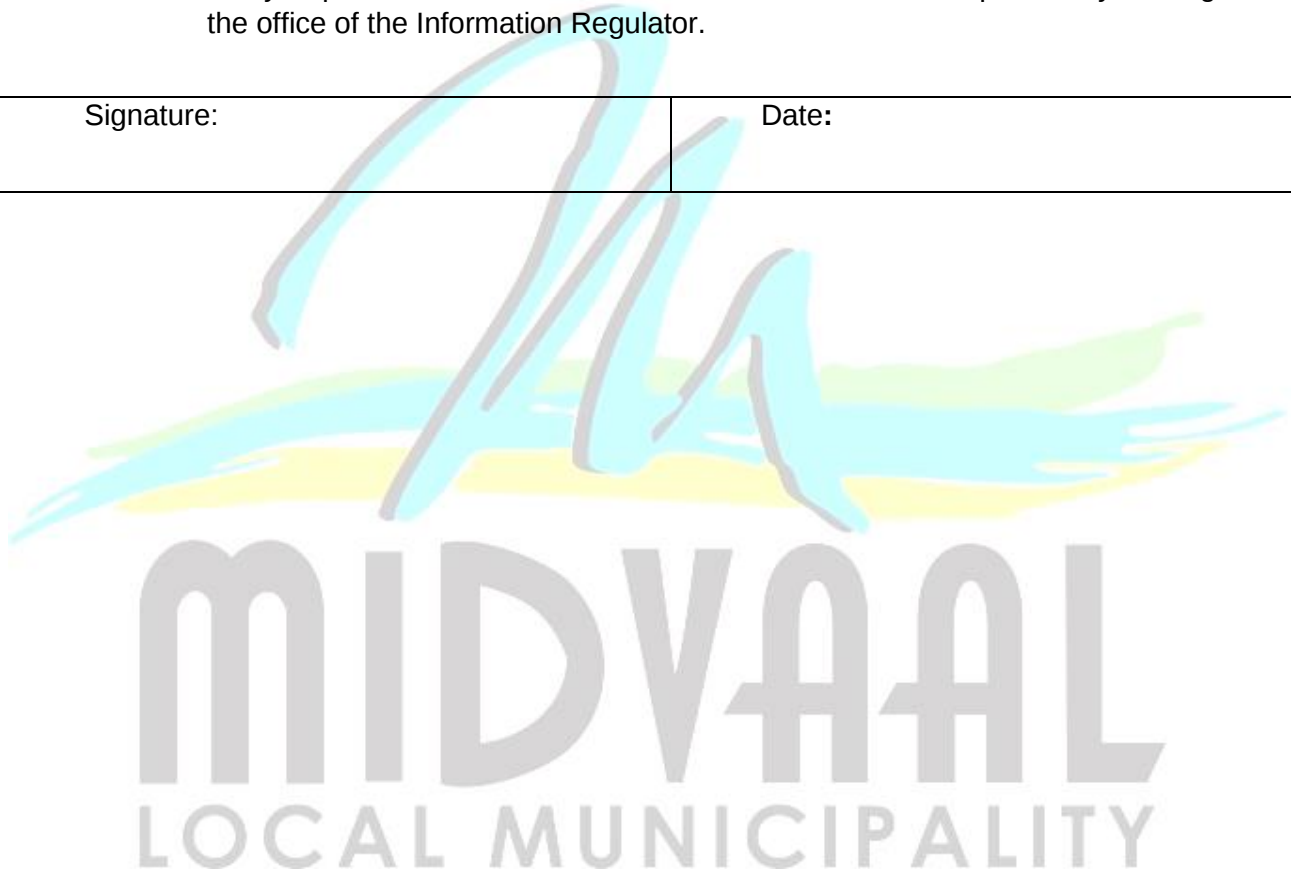
- The individual may withdraw consent to the processing of personal information at any time, and should they wish to do so, must provide MLM with reasonable notice to this effect. Please note that withdrawal of consent is still subject to the terms and conditions of any contract that is in place. Should the withdrawal of consent result in the interference of legal obligations, then such withdrawal will only be effective if MLM agrees to same in writing. MLM specifically draws to the attention that the withdrawal of consent may result in it being unable to provide the requested information and/or services and/or financial or other benefits.
- In order to withdraw consent, please contact the Information Officer at Johannesm@midvaal.gov.za
- A copy of the full MLM policy is available at our offices, situated at Head Office, 25 Mitchell Street, Meyerton, 1961, South Africa.
- Individuals are encouraged to ensure that where personal information has changed in any respect to notify MLM so that our records may be updated. MLM will largely rely on the individual to ensure that personal information is correct and accurate.
- The individual has the right to access their personal information that MLM may have in its possession and are entitled to request the identity of which third parties have received and/or processed personal information for the purpose. Please note however, that any request in this regard may be declined if:
 - the information comes under legal privilege in the course of litigation,
 - the disclosure of personal information in the form that it is processed may result in the disclosure of confidential or proprietary information,
 - giving access may cause a third party to refuse to provide similar information to MLM,
 - the information was collected in furtherance of an investigation or legal dispute, instituted or being contemplated,
 - the information as it is disclosed may result in the disclosure of another person's information,

- the information contains an opinion about another person and that person has not consented, and/or
- the disclosure is prohibited by law.

7. Requesting access and lodging of complaints:

- Please submit any requests for access to personal information in writing to MLM's information officer at Johannesm@midvaal.gov.za
- With any request for access to personal information, MLM will require the individual to provide personal information in order to verify identification and therefore the right to access the information.
- There may be a reasonable charge for providing copies of the information requested.
- If any request has not been addressed to satisfaction a complaint may be lodged at the office of the Information Regulator.

Signature:	Date:
------------	-------



SCHEDULE 2.1: DOCUMENTS OF INCORPORATION

The tenderer must attach to this page a copy of the certificate of incorporation of his/her company, close corporation or partnership. In case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

ATTACH DOCUMENT TO THIS PAGE

SCHEDULE 2.2: CIDB GRADING

The tenderer must attach to this page a CIDB grading certificate or CIDB application for registration of his/her company, close corporation or partnership. In case of a joint venture between two or more firms, the tenderer shall attach the documentation for each of the joint venture partners.

ATTACH DOCUMENT TO THIS PAGE

SCHEDULE 2.3: UIF PAYMENT

The tenderer must attach to this page a letter from the Industrial Council indicating his good standing with regards to UIF payments.

ATTACH DOCUMENT TO THIS PAGE

SCHEDULE 2.4: JOINT VENTURE AGREEMENT

The tenderer must attach to this page the joint venture agreement and CIDB joint venture rating.

ATTACH DOCUMENT TO THIS PAGE

SCHEDULE 2.5: CV’S OF KEY PERSONNEL

The tenderer must attach to this page the CV’s of his key personnel to be employed on this project.

ATTACH DOCUMENT TO THIS PAGE

SCHEDULE 2.6: B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

The tenderer must attach to this page their original and valid B-BBEE status level verification certificate or a certified copy thereof.

ATTACH DOCUMENT TO THIS PAGE

BID 8/2/2/393ADD (3ME OR HIGHER) (2023-2026)

BID TO APPOINT A PANEL FOR THE SUPPLY, DELIVERY, INSTALLATION, REPAIRS AND MAINTENANCE OF WATER & WASTEWATER PUMP STATIONS, AND WATER & WASTEWATER TREATMENT PLANTS IN MIDVAAL LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS, FROM DATE OF APPOINTMENT TO 30 JUNE 2026

PART C1: AGREEMENT AND CONTRACT DATA

Contents

Number	Heading	Pages
---------------	----------------	--------------

C1.1	Form of Offer and Acceptance	61
C1.2	Contract Data	64



BID 8/2/2/393ADD (3ME OR HIGHER) (2023-2026)

BID TO APPOINT A PANEL FOR THE SUPPLY, DELIVERY, INSTALLATION, REPAIRS AND MAINTENANCE OF WATER & WASTEWATER PUMP STATIONS, AND WATER & WASTEWATER TREATMENT PLANTS IN MIDVAAL LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS, FROM DATE OF APPOINTMENT TO 30 JUNE 2026

C1.1: FORM OF OFFER AND ACCEPTANCE

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **BID 8/2/2/393ADD (2023-2026) 3ME OR HIGHER - BID FOR PANEL APPOINTMENT: SUPPLY, DELIVERY, INSTALLATION, REPAIRS AND MAINTENANCE OF WATER & WASTEWATER PUMP STATIONS AND WATER & WASTEWATER TREATMENT PLANTS IN MIDVAAL LOCAL MUNICIPALITY.**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS:

.....
.....Rand (in words); R(in figures)

This offer may be accepted by the employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the Conditions of Contract identified in the Contract Data.

For the Tenderer

.....
(Name and address of organization – stamp if available)

SignatureName

Capacity

CIDB registration numberDate

Witness

Name

Signature.....Date

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above. Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be duly signed by the authorized representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For the Employer

.....
(Name and address of organization – stamp if available)

Signature

Name

Capacity.....Date

Witness:.....

Name

Signature Date

Schedule of Deviations

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

By the duly authorized representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

For the Tenderer

.....

(Name and address of organization – stamp if available)

Signature.....Name.....

Capacity

For the Employer

.....

(Name and address of organization – stamp if available)

Signature.....Name

Capacity

BID TO APPOINT A PANEL FOR THE SUPPLY, DELIVERY, INSTALLATION, REPAIRS AND MAINTENANCE OF WATER & WASTEWATER PUMP STATIONS, AND WATER & WASTEWATER TREATMENT PLANTS IN MIDVAAL LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS, FROM DATE OF APPOINTMENT TO 30 JUNE 2026

C1.2: CONTRACT DATA (Part1)

The General Conditions of Contract for Construction Works (3rd Edition 2015) published by the South African Institution of Civil Engineering, are applicable to this contract and forms part of this contract agreement. The Contract Data shall have precedence over the General Conditions of Contract for Construction Works in any instance where there might be a form of ambiguity between these two documents.

Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (tel. 011 805 5947 or e-mail :civilinfo@saice.org.za)

Part 1: Contract Data completed by the Employer

The General Conditions of Contract 2015 makes references to the Contract Data for specific data, which, together with these conditions, collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Specific Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given is cross-referenced to the Clause in the General Conditions of Contract to which it mainly applies.

CONTRACT SPECIFIC DATA

The following Contract specific data are applicable to this Contract:

Clause 1.1.1.13: Defects Liability Period

Add the following:

The defects liability period is a period of **twelve (12) months** for all new installations, and a written guarantee of **six (6) months** for all the repairs/refurbishments, measured from the date of the Good Receipt Voucher or Delivery Note.

Clause 1.1.1.14: Due Completion Date

Replace with the following:

All completions will be defined per official purchase order issued.

Clause 1.1.1.15: Employer

The **Employer** is **Midvaal Local Municipality**, represented by **Executive Director: Engineering Services** or such person or persons duly authorised thereto by the Employer in writing, and the legal successors in title of this person and is referred to in this Contract Document as "Employer".

Clause 1.1.1.16: Engineer

The **Employer's Agent**, referred to in the documents, is **Executive Director: Engineering Services** or an official authorised thereto in writing.

Clause 1.1.1.26: Pricing Strategy

The Pricing Strategy is **Fixed Price** on quotation basis.

Clause 1.1.1.28: Scope of Work

Replace with the following:

“Scope of Work” means the document(s) containing the Standard Specifications, the Project Particular Specifications and the Drawings, that specify and describe the Works which are to be provided, and any other requirements and constraint relating to the way the work is to be carried out.

Clause 1.1.1.34: Writing

Add the following Clause after Clause 1.1.1.34

1.1.1.35 “Drawings” means all drawings, calculations and technical information forming part of the Tender Documents (other than information contained in the Specifications) and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.

Clause 1.2.1.2: Notices

The name of the Employer is: **Midvaal Local Municipality**
The address of the Employer is:
No. 25 Mitchell Street,
Meyerton, 1961
Midvaal

Clause 1.3.5: Contractor’s Copyright

Add the following to Clause 1.3.5:

No part of any document or drawings issued with this enquiry may be copied, photographed or repeated in any manner or by any process without the written consent of the Engineer. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in the documents and drawings.

The person, firm, or body to whom these documents are issued or made available shall be held jointly and severally responsible in their personal and corporate capacities for any contravention of the requirements of Clause 1.3.5. The recipients of these documents shall treat the documents as well as the details contained herein as private and confidential.

Clause 3.1.3: Employer’s Approval Required

The Employers’ Agent is required to obtain the specific approval of the Employer before executing any of the following functions or duties:

1. Providing consent for subcontracting part of the contract in terms of Clause 4.4.
2. The issuing of an instruction to accelerate progress in terms of Clause 5.7
3. Suspend the progress of the works in terms of Clause 5.11.2.
4. The approval of any extension of time for completion in terms of Clause 5.12.
5. The reduction of a penalty for delay in terms of Clause 5.13.2.
6. The issuing of a variation order in terms of Clause 6.3.2.
7. The giving of a ruling on a contractor’s claim in terms of Clause 10.1.5.

Clause 4.3: Legal Provisions

Add the following Clauses after Clause 4.3.:

4.3.3 The Employer and the Contractor shall enter into an agreement to complete the work required for the

construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (No. 85 of 1993) and the Construction Regulations promulgated thereunder, as well as any further requirements stipulated in this contract document.

4.3.4 The Contractor shall provide proof to the Employer, within **14 days** of the Commencement Date, that he/she has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993).

Clause 5.3: Commencement of Works

Notwithstanding the above, the Contractor will not be permitted to commence executing the Works before the Form of Guarantee and required insurances and other specified items have been submitted and approved.

Add the following to clause 5.3

The Contractor/s shall commence executing the Works:

- For new installations work must commence within **14 days** from the date of receiving the purchase order.
- Within **4 hours** for any emergency repairs after receiving the confirmation email.

Clause 5.4: Access to the Site

Add the following clause after Clause 5.4.3:

5.4.4 The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his/her own cost any additional facilities outside the Site required by him/her for the purposes of the Works.

Clause 5.5.1: Time for Practical Completion

The Works shall be completed within the time frame stipulated or tendered (as applicable) on the Summary of the Bill of Quantities, exclusive of the special non-working days and the year-end break and inclusive of the 14 day period referred to in Clause 5.3 above.

Clause 5.6.1: Programme of Works

The Contractor shall deliver the programme of execution within **3 days** of the receipt of purchase order or instruction. The programme shall clearly show the order in which the Contractor proposes to carry out the work, including the critical path, the proposed rate of progress and a linked cash flow forecast. The programme shall be updated monthly.

Clause 5.8: Non-Working Times

The special non-working days are the days falling in the year-end break and all gazetted public holidays falling outside the year end break.

Clause 5.9: Instructions

Add the following Clauses after Clause 5.9.7:

5.9.8 Tender Drawings shall be used for tender purposes only and shall not be used for construction.

The Engineer shall have full power and authority to supply to the Contractor from time to time during the progress of the Works copies of such further drawings and such instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the Works, which the Contractor shall carry out and be bound by.

Clause 5.12.3: Adjustment to General Items

Add the following to Clause 5.12.3

The cost of time related general items will be calculated on the basis of the number of days in Clause 5.5.1.

Clause 6.8.2: Contract Price Adjustment

Add the following to Clause 6.8.2:

The Contract Price adjustment shall be subject to adjusted in accordance with the government's escalation formula as stated elsewhere in this document and bidders are requested to submit a request in writing to the end-user a month in advance at the beginning of each financial year.

Clause 6.8.3: Variation in Cost of Special Materials

Price adjustments for variations in the costs of special materials are not allowed.

Clause 6.10.1.5: Interim Payments – Materials on Site

The percentage of materials on site payable but not yet built into the Permanent Works will be 80% (eighty percent) of the original supplier invoice.

Clause 6.10.3: Retention Money

Add the following to Clause 6.10.3:

The percentage retention is **10% (ten percent)** on all new installations valid for a period of 12 months of which **5 percent** will be released after practical completion. All repairs will not bear any retention however 6 months guarantee of the works is required.

Clause 6.10.6: Set-Off and Delayed Payments

A guarantee in lieu of retention is not permitted.

Clause 8.6.1: Insurances

Clause 8.6.1.1.2

The value of the materials supplied by the Employer to be included in the insurance sum is R0.00 -Nil.

Clause 8.6.1.1.3

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R0.00 -Nil.

Clause 8.6.1.3

The limit of indemnity for liability insurance is R5 000 000.00 for any single claim – the number of claims to be unlimited during the construction.

Clause 8.6.1.5: Additional Insurance

Additional Insurance is required for the following:

- a) Insurance of Construction Plant and Equipment (including tools, offices and other temporary structures and contents) and all other items brought onto the site for a sum sufficient to provide for their replacement.
- b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.
- c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
- d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.

e) The insurance policy held by the Contractor shall cover “wet risks” because works will be in the existing pump stations.

Clause 8.6.6: Proof of Payment

Add the following:

The Contractor shall within **14 days** of the Commencement Date provide the Employer/Engineer the relevant policy or policies of insurance.

Clause 9.2.1: Termination by the Employer

Add the following Clauses after Clause 9.2.1.3.7:

9.2.1.3.9 The Contractor fails to provide the required Guarantee and insurances within the prescribed time.

9.2.1.3.10 The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.

9.2.1.3.11 An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.

Clause 10: Claims and Disputes

Clause 10.5 and 10.6: Dispute Resolution

Dispute resolution shall be by standing adjudication panel or ad-hoc adjudication.

ADDITIONAL CONDITIONS OF CONTRACT

The additional Conditions of Contract are:

Clause 11: Contractor to Provide Everything Necessary

The Contractor is to provide all labour, material, workmanship, machinery and everything which is or may be necessary in and for the execution and entire completion of the Contract in accordance with the Conditions of Contract, Drawings and Scope of Work.

Clause 12: Details to be Confidential

The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Engineer.

BID 8/2/2/393ADD (3ME OR HIGHER) (2023-2026)

BID TO APPOINT A PANEL FOR THE SUPPLY, DELIVERY, INSTALLATION, REPAIRS AND MAINTENANCE OF WATER & WASTEWATER PUMP STATIONS, AND WATER & WASTEWATER TREATMENT PLANTS IN MIDVAAL LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS, FROM DATE OF APPOINTMENT TO 30 JUNE 2026

C1.2: CONTRACT DATA (Part2)

Part 2: Contract Data completed by the Contractor

Clause	Description
1.1.14	The name of the Contractor is.....
1.2.2	The address of the contractor for the delivery of notices is: Postal Address or deliveries by hand to Physical Address or fax to The banking details of the contractor is: Bank name Account No. Branch Code Type of account
37.2.2.3	The percentage allowances to cover all overhead charges are%

42.1	The whole of the Works shall be completed within weeks		
46.3	The variation in cost of special materials is:		
	Type of Material	Unit	Rate or Price



BID TO APPOINT A PANEL FOR THE SUPPLY, DELIVERY, INSTALLATION, REPAIRS AND MAINTENANCE OF WATER & WASTEWATER PUMP STATIONS, AND WATER & WASTEWATER TREATMENT PLANTS IN MIDVAAL LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS, FROM DATE OF APPOINTMENT TO 30 JUNE 2026

C1.3: FORM OF GUARANTEE

PRO FORMA:

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employee" means: MIDVAAL LOCAL MUNICIPALITY

"Contractor" means:

"Engineer" means: MIDVAAL LOCAL MUNICIPALITY represented by the Director: Water and Sanitation or a delegate.

"Works" means: SUPPLY, DELIVERY, INSTALLATION, REPAIRS AND MAINTENANCE OF WATER AND OF WASTEWATER PUMP STATIONS , AND WATER & WASTEWATER TREATMENT PLANTS IN MIDVAAL LOCAL MUNICIPALITY

"Site" means: ALL AREAS WHERE CONSTRUCTION ACTIVITIES WILL TAKE PLACE TO COMPLETE THE CONTRACT

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R

Amount in words:

"Expiry Date" means: This guarantee shall remain in full force and effect **until the issue of the Certificate of Completion in terms of the Contract**, unless we are advised in writing by the Employer before the issue of the said certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 The Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the

Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

BID TO APPOINT A PANEL FOR THE SUPPLY, DELIVERY, INSTALLATION, REPAIRS AND MAINTENANCE OF WATER & WASTEWATER PUMP STATIONS, AND WATER & WASTEWATER TREATMENT PLANTS IN MIDVAAL LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS, FROM DATE OF APPOINTMENT TO 30 JUNE 2026

C3: PROJECT SCOPE AND SPECIFICATIONS

1. PURPOSE

The purpose of this bid is to appoint a panel of service providers for the SUPPLY, DELIVERY, INSTALLATION, REPAIRS AND MAINTENANCE OF WATER AND OF WASTEWATER PUMP STATIONS, AND WATER & WASTEWATER TREATMENT PLANTS in Midvaal Local Municipality on an as and when required.

2. SCOPE OF WORK

- 2.1 The service providers will be called out on an as and when basis upon notification of the break down or planned maintenance work needed whenever required by Midvaal Local Municipality delegated officials. The panel will provide a service to Midvaal Local municipality's Engineering Services department on a quotation basis as and when required.
- 2.2 Repairs will be on pumps, motors, switchgears, cables, transformers, control panels, aerators, valves, ultra-sonic meters, cleaning and reconditioning (sumps, contact tanks, ponds and etc), chlorination systems, associated equipment and adhoc services in and around pump stations, water and wastewater treatment works.
- 2.3 Each service provider will be expected to conduct a detailed task breakdown and sound safety management practises as informed by the Midvaal's dedicated officials before the final instruction to perform the repairs and maintenance work required per job/call out issued. All call outs must be logged with a reference number by Midvaal local Municipality dedicated officials.

2.4 PROCEDURE FOR CALL OUTS FOR REPAIR AND MAINTENANCE

- i) Assessment will be done by suitably qualified personnel (Mechanical & Electrical) on the infrastructure with a Midvaal Local Municipality appointed representative.
- ii) Quotation for repairs/replacement will be prepared and forwarded to Midvaal Local Municipality.
- iii) Midvaal Local Municipality will issue a purchase order to the highest scoring bidder.
- iv) Pre-work examination status quo report on existing infrastructure to be submitted to Midvaal Local Municipality before work commences.
- v) Repairs and/or new installation shall be conducted on infrastructure.
- vi) Detailed report on state of water or wastewater infrastructure prepared and submitted to Midvaal Local Municipality.
- vii) Original spares/parts removed on infrastructure will be handed back to Midvaal Local Municipality.
- viii) Invoicing as per quote. Invoice to be accompanied by:
 - a. List of unspecified materials used for repairs and maintenance on infrastructure.

- b. Timesheet of personnel on site conducting repairs, signed off by authorized Midvaal Local Municipality representative.
- c. Comprehensive as in Section 2.4 vi) above

2.5 AWARDING OF WORK

The Council reserves the right to accept any bid or part thereof and does not bind itself to accept any bid. The panel will be composed by all Bidder(s) who have passed the minimum requirements.

An RFQ will be sent to all panellists requesting them to submit a financial offer within the specified timeframe, the submission will then be evaluated, technically and in terms of PPPFA (highest procurement points scorer).

For emergencies, a request to respond will be sent out to all panellists and the bidder has two (2) hours to respond with availability by e-mail. The bidder who responds first confirming availability of their services will be awarded.

For Planned maintenance, a request to respond will be sent out to all panellists and the bidder has 7 Days to respond with financial offer, the submission will then be evaluated.

3 PROJECT LOCATION:

3.1 NORTHERN SURBURBS WASTEWATER PUMP STATIONS:

- a) Kliprivier NO: 5 wastewater Pump station is located at Kliprivier (Garthdale AH), Drift road.
- b) Kliprivier NO: 6 wastewater Pump station six is located at Kliprivier (Garthdale AH), Drift road.
- c) Leeu Wastewater Pump station in Leeu Street, Daleside.
- d) Assemblies of God – in Regatta Street (inside assemblies of God conference center), Henley on Klip.
- e) Regatta wastewater pump station- in Regatta Street, Henley on Klip.
- f) Church wastewater pump station – in Church Street, Henley on Klip.
- g) Heineken wastewater pump station –in Joan Road-skansdam
- h) Adelaar wastewater pump station- In Adelaar Street, Daleside
- i) Ewelme wastewater pump station- In Ewelme Street, Henley on Klip
- j) Ohenimuri Wastewater treatment plant
- k) Savanna City wastewater pump station – Ironside
- l) Eye of Africa wastewater treatment package plant

3.2 NORTHERN SURBURBS POTABLE WATER PUMP STATIONS:

- a) Eye of Africa Potable water pump station
- b) Eye of Africa Booster pump station
- c) Drumblade Potable Water pump station
- d) Blue Saddle Ranches Potable Water pump station

- e) Highbury Potable Water pump station

3.3 SOUTHERN SURBURBS) WASTEWATER PUMP STATIONS:

- a) Ribbok wastewater pump station- in Ribbok Street, Golf Park, and Meyerton.
- b) Keurboom wastewater pump station- in Keurboom Street, Golfpark, Meyerton.
- c) Meyerton sport club wastewater pump station – in Pierneef boulevard, Meyerton sport club, Meyerton.
- d) Pilkington Industrial wastewater pump station- corner Morris Street and Johan Le Roux, inside Pilkington Industrial, Meyerton.
- e) Varty wastewater pump station- in Varty Street, Duncanville next to Vereeniging.
- f) Gordon wastewater pump station- In Gordon Street, Rothdene
- g) Bekker wastewater pump station- In Bakker Street, Rothdene
- h) Brocket wastewater pump station- In Brocket Street, Risiville
- i) Van Riebeeck wastewater pump station- In Van Riebeeck Street, Kookrus
- J) Rothdene wastewater pump station- In Viljoen and River Streets, Rothdene
- K) Meyerton wastewater treatment plant

3.5 EASTERN SURBURBS WASTEWATER PUMP STATIONS

- a) Anchovy wastewater pump station- in Anchovy street, Vaal Marina.
- b) Perlemoen wastewater pump station- In Perlemoen Street, Vaal Marina.
- c) Marina Letata wastewater pump station- in Marina Letata housing estate, Vaal Marina.
- d) Sunset Cove wastewater pump station- in Sunset Cove house estate, Vaal marina.
- e) Misty Bay wastewater pump station- in Misty Bay housing estate, Vaal Marina
- f) Banana Bay wastewater pump station- in Vaal Marina.
- g) Harbour Town wastewater pump station in – Harbour Town estate Vaal Marina.
- h) Blue Dam in Vaal Marina wastewater treatment works.
- i) Cormorant wastewater pump station in Cormorant estate – Vaal Marina.
- j) Port O Call wastewater pump station- In Port O Call house estate, Vaal Marina
- k) Vaal Marina Wastewater treatment plant

3.6 EASTERN SURBURBS POTABLE WATER PUMP STATIONS

- a) Vaal Marina Raw Water pump station
- b) Vaal Marina Potable water pump station
- c) Vaal Marina Potable Water Purification Plant

3.7 WATER & WASTEWATER TREATMENT WORKS WITHIN MIDVAAL LOCAL MUNICIPALITY

- a) Vaal Marina Wastewater Treatment works
- b) Vaal Marina Water Treatment Works

- c) Bantu-Bonke Wastewater Treatment Works
- d) Ohenimuir Wastewater Treatment Works
- e) Eye of Africa Wastewater Treatment Works
- f) Meyerton Wastewater Treatment Works

3.7 THE CONTRACTOR MUST AT ALL TIMES COMPLY WITH STANDARD SPECIFICATIONS, REGULATIONS AND CODES PER APPLICABLE SOUTH AFRICAN LAWS AND PRACTICES.

3.7.1 The South African National Standards Wiring Code - SANS 10142-1:2006.

3.7.2 Occupational Health and Safety Act of 1993

All regulations and statutory requirements as laid down in the latest edition of the Occupational Health and Safety Act of 1993: Construction Regulations, 2003 as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003 shall be adhered to.

3.7.3 Manufacturers' specifications, codes of practice and installation instructions

All equipment and materials shall be installed, serviced and repaired strictly in accordance with the manufacturers' specifications, instructions and codes of practice.

3.7.4 Municipal regulations, laws and by-laws

All municipal regulations, laws, by-laws and special requirements of the Local Authority shall be adhered to unless otherwise specified.

4. REPAIR AND INSTALLATION REQUIREMENTS

4.1 All materials, parts and equipment supplied and installed for repairs shall be new, high quality, designed and manufactured to the relevant specifications, suitable for providing efficient, reliable and trouble-free services, test and performance to the requirements of the applicable current SANS specifications and codes.

All work shall be executed in a workmanship-like manner by qualified Artisan or Technician or Engineer. The Contractor shall submit a detailed list of the equipment, parts and material to be used to the Midvaal LM for approval before placing orders or commencing installation.

All pumps, control equipment, measurement equipment's and serviceable items shall be installed and positioned such that they will be easily accessible and maintainable. All equipment's that needs to be calibrated shall be calibrated upon installation and a calibration certificates should be provided to the clients representation.

The Contractor shall make sure that all safety regulations and measures are applied and enforced during the repair and maintenance work to ensure the safety of the public and the other users. Repair and maintenance work shall be programmed in such a manner as to ensure the shortest possible downtime of any service and the least inconvenience to the other users and the public.

4.2 Emergency Break down.

Emergency is referred to the failure of any electrical and mechanical equipment (pumps, panel, etc.) at the pump station or WWTW resulting in complete or partial shutdown of the plant or any life/environmental threatening situations.

Only Midvaal local Municipality's dedicated officials reserve the right to take final decision if the breakdown called for should be done under emergency. Call out will not automatically result in an instruction to proceed with necessary repairs to "go ahead". The Contractor who is called for emergency break down shall submit a detailed quote and list a of the equipment, parts and material to be used to Midvaal LM and wait for approval before placing orders or commencing repairs. The Contractor will not be allowed to continue repairing any damaged equipment without approval whether via a written consent/ issuing of PO by Midvaal Local municipality.

4.3 Response to Call-outs:

- Action to a call-out must be done immediately within 4 hours after the acknowledgement of the email.
- Necessary steps to have the system on and alive again must be done immediately.
- Keep a register with reference number of all call-outs for invoicing purposes.

4.4 Maintenance works (Strip and Quote)

If for whatever reason a "strip and quote" approach is required for the repairs, such will be treated as (4.2) above.

4.5 Tests and inspections on completion of repair work:

Except where otherwise provided for in the Contract, the Contractor shall provide all labour, materials, power, fuel and accessories necessary for carrying out such tests. The Contractor shall make arrangements for such tests and he shall give aa reasonable notice preferably not exceeding 24 hours' to the Midvaal Local Municipality dedicated officials, in writing, prior to commencing test.

On completion of the repair work and/or the installation of new equipment, the plant and equipment shall be put into operation after all tests and adjustments have been carried out to the satisfaction of the Midvaal Local Municipality dedicated officials. The Contractor shall monitor and operate the system for a period of time as specified and orientate the operations staff for the User where necessary. This period of time shall not exceed one week.

The Contractor shall submit a full test and commissioning reports.

4.6 Warranty of installations and equipment

The Contractor shall provide and obtain warranties as per the manufacturer(s) and/or supplier(s) to the effect that each piece of new equipment, supplied and installed under the repair contract, shall comply with the required performance and will function as part of the complete system.

All new equipment, including the completely new installations and the systems as a whole shall be warranted for a period of **12 (twelve)** months commencing on the day of issue of a certificate of completion for repair work of the installation.

All labour and repair work to be guaranteed for a period of not less than **6 (six) months**.

5. PENALTIES:

- The penalty clause will be as outline in the instruction of work and failure to comply with the clause may result in the termination of the contract.

6. PAYMENTS:

- No payment will be done without a call-out reference and relevant goods delivery notes.
- An incident report must be handed to the relevant Manager within 48 hours after the repairs are completed.
- A summary report of all call-outs must be supplied to Director/Assistant Director Midvaal Local Municipality on a monthly base to accompany the invoices.
- Invoices to be handed on completion of work for payment.

7. EQUIPMENT & INFRASTRUCTURE ITEMS:

Local content requirements on good and services supplied.

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold.</u>
• Electrical and Telecom cables	90%
• Low Voltage	70%
• Medium and High Voltage	90%
• Pumps, Medium Voltage(MV) Motor and Associated Accessories	70%
• Casting or Frame Fabrication	100%
• Check Valves - Low Pressure - 80mm-3500mm PN6-PN25	70%
• Gate Valves – Low Pressure – 15mm-1800mm PN6-PN25	70%
• Multistage Centrifugal Pumps: Medium-high 10 bar–63 bar – DN32-DN350	70%
• Horizontal Split Casing Pumps – 1 bar–18 bar DN80-DN300	70%
• Vertical Turbine Pumps – Radial, Mixed and Axial 0.3 bar–40 bar – DN100-DN500	70%
• Positive Displacement:	
• Positive Displacement - Pumps – 5 bar-45 bar – DN25-DN150	70%
• Diaphragm Pumps – 2.5 bar-7 bar – DN25-DN50	70%
• Self-Priming Centrifugal Pumps – Single Stage End Suction Self-Priming Pumps – 0.3bar-16bar DN25-DN150	70%
• Slurry Pumps:	
• Vertical Cantilever Slurry Pumps 1bar-10bar – DN40-DN300	70%

- Single Stage Slurry Pumps – 0.5bar-50bar – DN32-DN300 70%
- Vacuum Pumps – Liquid ring vacuum pumps –
1.13 CFM-950CFM 70%
- Centrifugal Process Pumps
- Vertical spindle Centrifugal Process Pumps – 0.3bar-40bar
DN25-DN300 70%
- Single Stage Centrifugal Process Pumps – 0.3bar-40bar
DN25-DN300 70%
- Single Stage Centrifugal Process Pumps – 0.3bar-25bar
DN25-DN300 70%

7.1 In case of pump failures, the following must first be tested for:

- Impeller
- Mechanical Seal
- Shaft
- Bearings
- Oil Housing
- Cooling
- Winding

7.2 Cables

- All applicable tests
- Fault location

7.3 Transformers

- Turns ratio insulation resistance tests
- Oil purification
- Vacuuming and refilling under vacuum condition
- Bushings
- Instrumentation checks
- Packing
- Valves
- Silica gel replacement
- Oil

7.4 Switchgear

- Operation and faulty components

7.5 Digital electronic equipment:

- Fault location

7.6 Cables

- Fault location
- Cable identification
- Cable route tracing

- Cable jointing and terminations.

7.7 Valves

- Opening and closing

8 SCHEDULE OF RATES:

Description	Unit of measure	QTY	Rate	AMOUNT PAGE 1/2
SECTION 1: DAYWORKS				
Labour Normal Time				
• Technician	hr	1		
• Qualified Electrician				
• Qualified Fitter (mechanical)	hr	1		
• Unskilled	hr	1		
• Scuba Diver	hr	1		
Labour Overtime (Saturday, Sunday, Public Holidays)				
• Technician	hr	1		
• Qualified Electrical	hr	1		
• Qualified Fitter (mechanical)	hr	1		
• Unskilled	hr	1		
• Scuba Diver	hr	1		
Transport costs: Wet Rate				
• 2001cc to 2500cc	km	1		
• Above 2500cc	km	1		
Plant: wet rate				
• Truck (3 Ton)	km	1		
• Truck (5 Ton)	km	1		
• 1 Ton LDV	km	1		
• 8 M ³ HONEY SUCKER TRUCK	hr	1		
• 8 M ³ SUPER VACUUM TRUCK	hr	1		
• 10 TONS TRUCK WITH CRANE	hr	1		
• 8 M ³ COMBINATION JETTING-VACUUM MACHINE	hr	1		
AMOUNT CARRIED FORWARD				

Description	Unit of measure	QTY	Rate	AMOUNT PAGE 2/2
AMOUNT BROUGHT FOWARD				
Equipment: wet rate				
• Mobile pump	hr	1		
• Diesel Generator up to 10KVA	hr	1		
SECTION 2: PUMPS AND MOTOS				
Refurbishment and Repairs of Pump for potable water				
• 22 kW KSB	Each	1		
• 37 KW KSB	Each	1		
• 37 kW Grundfos	Each	1		
• 55 kW KSB	Each	1		
Refurbishment and Repairs on Motor for potable water				
• 22 kW EML	each	1		
• 22 kW CMG	each	1		
• 37 KW Siemens	each	1		
• 55 kW Grundfos	each	1		
SECTION 3: Electrical and Components				
• Mark up on supplied material with original invoice	p/sum %	1		
• Consumables (paint, nuts & bolts, rags, detergents etc)	Sum per Purchase Order	Sum		

9. QUOTATIONS:

9.1. Quotations for repairs and maintenance to include the following:

- Supply, installation, test, commission, and 6 months guarantee for repairs and maintenance works per instruction issued.

9.2. Quotations new installations to include the following:

- Supply, installation, test, commission, and 12 months guarantee on all new products and workmanship per purchase order issued.

10. INFORMATION ON PUMP STATIONS

10.1. SEWER PUMP STATIONS

P/S NO:	Pump Station Name	Pipe nominal diameter	Pipe height in Sump	Sump Depth	pump guide rails,	NO of non-return valve	NO of Isolation valve	Pump power and type
1.	Kliprivier NO: 5	100mm	3m	4m	3m	2	2	2 submersible pumps (7.4Kw) & (5.9Kw)
2.	Kliprivier NO: 6	100mm	6m	8m	6m	2	2	1 submersible pump (7.4Kw)
3.	Leeu	100mm	7m	8m	7m	2	2	2 submersible pumps (7.4Kw)
4.	Assemblies of God	100mm	5m	6m	5m	2	2	2 submersible pumps (4.4Kw)
5.	Regatta	100mm	4m	5m	4m	2	2	2 submersible pumps (4.4Kw)
6.	Church	100mm	6m	7m	6m	2	2	2 submersible pumps, (2.4Kw)
7.	Riebbok	100mm	6m	7m	6m	2	2	2 submersible pumps (2.4Kw)
8.	Keurboom	100mm	6m	6.5	6m	2	2	2 submersible pumps (5.9Kw) and (7.4Kw)
9.	Meyerton sport club	100mm	6m	6.5	6m	1	1	2 submersible pumps (4.4 Kw)
10.	Pilkington Industrial	100mm	6m	6.5	6m	2	2	1 submersible pump (4.2 Kw)
11.	Varty	100mm	7.3m	7.5	7m	2	2	2 submersible pumps (7.4Kw)
12.	Anchovy	160mm	5m	6m	5m	2	2	2 pumps
13.	Perlemoen	200mm	6m	7m	6m	2	2	2 submersible pumps (30Kw)
14.	Marina Letata	110mm	6m	6.5m	6m	3	3	2 submersible pump

P/S NO:	Pump Station Name	Pipe nominal diameter	Pipe height in Sump	Sump Depth	pump guide rails,	NO of non-return valve	NO of Isolation valve	Pump power and type
								(15Kw)
15.	Sunset Cove	75mm	6m	6.5m	6m	2	2	1 submersible pump (2Kw)
16.	Misty Bay	75mm	7m	8m	7m	2	2	1 submersible Pump (4.2 Kw)
17	Banana Bay	160mm	7m	8m	7m	2	2	2 submersible pump (26Kw)
18	Ewelme	160mm	7m	8m	7m	2	2	2 submersible pumps (30Kw)
19	Adelaar	100mm	7m	8m	6m	2	2	2 submersible pump (13.5Kw)
20	Heineken	160mm	7m	6m	7m	2	2	2 pumps Grundfos (30Kw)
22	Van Riebeeck	100mm	7m	6m	7m	2	2	2 submersible pumps (4.2Kw)
23	Gordon	100mm	7m	6m	7m	2	2	1 submersible pump (7.4Kw)
24	Bekker	100mm	7m	6m	7m	2	2	3 submersible pump (7.4Kw)
25	Rothdene	100mm	7m	6m	7m	2	2	TBC
26	Blue Dam	100mm	7m	6m	7m	2	2	2 submersible pumps (22 Kw)
27	Cormorant Bay	100mm	7m	6m	7m	2	2	1 submersible pump (2Kw)
28	Port O Call	100mm	7m	6m	7m	2	2	1 submersible pump (2.4Kw)
29	Habour Town	100mm	7m	6m	7m	2	2	1 submersible pump (2.4Kw)

10.2. WATER PUMP STATIONS

P/S NUMBER	Name	Motor Size and Make	Pump Make	Motor Control Panel
1	Drumblade Pump Station	22kW unknown	2x KSB pumps	Yes
2	Blue Saddle Ranches Pump Station	22kW EML and 22kW CMG	2x KSB pumps	Yes
3	Eye of Africa Pump Station	37kW SIEMENS	4x Grundfos pumps	Yes
4	Highbury Pump Station	55kW WEG	2x KSB pumps	Yes
5	Vaal Marina Abstraction	90kW CMG	2x KSB 150/50 pumps	Yes

The majority of Midvaal Local Municipality's pump stations are fitted with submersible of different brand names, viz. Flygt, Xylem and CIR pumps. There are also minimum number of Gorman Rupp, Grundfos, etc. pumps available particularly in the Sewer Treatment stations.

11. TECHNICAL EXPERTISE, PLANT AND EQUIPMENT REQUIRED FROM THE BIDDER

The bidders are also expected to provide some level of confidence that:

- Bidder has Successfully completed a minimum of 3 projects in the Repairs, Maintenance or Refurbishment of Pump Stations projects in the last 10 years from the date of tender closing with a **minimum project value of R500 000.00 per job**. Attach Job orders/instruction/Purchase Order/appointment letter and corresponding reference letters/completion certificate for each job/instruction/project completed.
- Contract Manager:
 - With a minimum of NQF level 6 in Mechanical Engineering
 - With a minimum of 3 years of project experience on the following:
 - Repairs/Maintenance/Refurbishment/Upgrade of Water and Wastewater Pump Stations and/or
 - Repairs/Maintenance/Refurbishment/Upgrade of Water and Wastewater treatment projects.
- Technician:
 - With a minimum of NQF level 5 in Electro/Mechanical Engineering field.
 - With a minimum of 5 years of project experience on the following:
 - Repairs/Maintenance/Refurbishment/Upgrade of Water and Wastewater Pump Stations and/or
 - Repairs/Maintenance/Refurbishment/Upgrade of Water and Wastewater treatment projects.
- Certified Artisans:
 - With a red seal or trade test (Millwright/Fitter)

- With a minimum of 2 years of project experience on the following:
 - Repairs/Maintenance/Refurbishment/Upgrade of Water and Wastewater Pump Stations and/or
 - Repairs/Maintenance/Refurbishment/Upgrade of Water and Wastewater treatment projects.
- Bidder provided proof of ownership (in the name of company or director) or “pro forma” rental agreement schedule of equipment with all plant and equipment as per below list:

EQUIPMENT	QUANTITY	AVAILABLE?	
		YES	NO
BASIC EQUIPMENTS			
1 Tons LDV	2		
3 Ton Truck	1		
8 m ³ Honey sucker truck	1		
10-ton crane truck	1		
ADDITIONAL EQUIPMENTS (PLEASE LIST)			

- It will be to the benefit of the bidder to stipulate if the firm owns additional work-related equipment like coil winding machine, test bench, baking oven, paint spraying compressor, etc. The additional equipment will not be considered for points allocation purpose during the bid evaluations process.

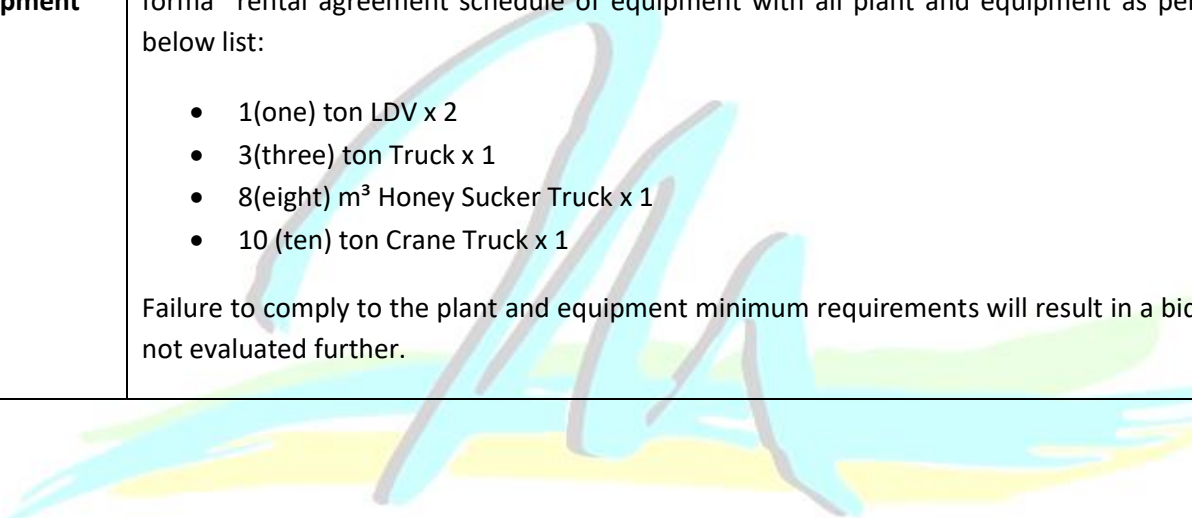
12. MINIMUM REQUIREMENTS

Midvaal local Municipality aims to appoint a panel of service providers for the supply, delivery, installation, repairs and maintenance of water & wastewater pumpstations and water & wastewater treatment plants and the below minimum requirements will apply.

This is required so that there is a level of comfort that the potential service provider can deliver the project with the required professionalism and quality. Only bidders who meet all the minimum requirements will be included in the panel.

ITEM	DESCRIPTION	YES	NO
Company Experience	Bidder has Successfully completed a minimum of 3 projects in the Repairs, Maintenance or Refurbishment of Pump Stations/Water and Wastewater Treatment Works projects in the last 10 years from the date of tender advert with a minimum project value of R500 000.00 per job. Attach Job orders/instruction/Purchase Order/appointment letter and corresponding reference letters/completion certificate for each job/instruction/project completed. For a reference letter to be valid it must satisfy the below: - Letter head of the institution offering the reference. - Clear description of the services that were rendered. - Dated. - Signed. Failure to comply to company experience minimum requirements will result in a bid not evaluated further.		
Key Personnel (Attach Curriculum Vitae and Qualification)	The bidder must submit the following requirements for personnel required to carry out the projects:		
	Contract Manager: • With a minimum of NQF level 6 in Mechanical Engineering • With a minimum of 3 years of project experience on the following: - Repairs/Maintenance/Refurbishment/Upgrade of Water and Wastewater Pump Stations and/or - Repairs/Maintenance/Refurbishment/Upgrade of Water and Wastewater treatment plants. Failure to comply to Contract Manager minimum requirements will result in a bid not evaluated further.		
	Foreman: • With a minimum of NQF level 5 in Electro/Mechanical Engineering field. • With a minimum of 5 years of project experience on the following: - Repairs/Maintenance/Refurbishment/Upgrade of Water and Wastewater Pump Stations and/or - Repairs/Maintenance/Refurbishment/Upgrade of Water and Wastewater treatment plants. Failure to comply to Foreman minimum requirements will result in a bid not evaluated further.		

	Certified Artisan: • With a red seal or trade test (Millwright) • With a minimum of 2 years of project experience on the following: - Repairs/Maintenance/Refurbishment/Upgrade of Water and Wastewater Pump Stations and/or - Repairs/Maintenance/Refurbishment/Upgrade of Water and Wastewater treatment plants. Failure to comply to Certified Artisan minimum requirements will result in a bid not evaluated further.		
Plant and Equipment	The bidder must submit proof of ownership (in the name of company or director) or “pro forma” rental agreement schedule of equipment with all plant and equipment as per below list: • 1(one) ton LDV x 2 • 3(three) ton Truck x 1 • 8(eight) m³ Honey Sucker Truck x 1 • 10 (ten) ton Crane Truck x 1 Failure to comply to the plant and equipment minimum requirements will result in a bid not evaluated further.		



MIDVAAL
LOCAL MUNICIPALITY

ANNEXURE A:

CIDB STANDARD CONDITIONS OF TENDER



Standard Conditions of Tender

The conditions of tender are the CIDB Standard Conditions of **TENDER** as contained in Cidb Standard Conditions Of **Tender** of Board Notice 86 of 2010 in Government Gazette No 33239 of 28 May 2010, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See www.cidb.org.za). Annexure F and Table G1 of that notice are reproduced without amendment or alteration for the convenience of tenderers.

(As per Board Notice 86 of 2010, Government Gazette No. 33239 of 28 May 2010)

CIDB STANDARD CONDITIONS OF TENDER

- Note:*
1. *These Standard Conditions of Tender are identical to that contained in Annex F of SANS 294: 2004, Construction Procurement Processes, Procedures and Methods.*
 2. *Annex E of SANS 294, Construction Procurement Processes, Procedures and Methods, and SAICE's Practice Manual #1, The use of South African National Standards in Construction Procurement, provides guidance on referencing these Standard Conditions of Tender in procurement documents.*

F.1 General

F.1.1. Actions

- F.1.1.1.** *The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.*
- F.1.1.2.** *The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.*

Note:

- 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of*

impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

- 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

F.1.1.3. *The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.*

F.1.2. *Tender Documents*

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3. *Interpretation*

F.1.3.1. *The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.*

F.1.3.2. *These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.*

F.1.3.3. *For the purposes of these conditions of tender, the following definitions apply:*

*a) **conflict of interest** means any situation in which :*

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;*
- ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or*
- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.*

*b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis*

*c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and*

*d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels*

*e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body*

*f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.*

F.1.4. Communication and Employer's Agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5. The Employer's Right to Accept or Reject Any Tender Offer

F.1.5.1. *The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.*

F.1.5.2. *The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.*

F.1.6. Procurement Procedures

F.1.6.1. General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2. Competitive Negotiation Procedure

F.1.6.2.1. *Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.*

F.1.6.2.2. *All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.*

F.1.6.2.3. *At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.*

F.1.6.2.4. *The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.*

F.1.6.3. Proposal Procedure Using The Two-Stage System

F.1.6.3.1. Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2. Option 2

F.1.6.3.2.1. *Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.*

F.1.6.3.2.2. *The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.*

F.2 Tenderer's obligations

F.2.1. Eligibility

F.2.1.1. *Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with the employer.*

F.2.1.2. *Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.*

F.2.2. Cost of Tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

F.2.3. Check Documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4. Confidentiality and Copyright of Documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5. Reference Documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

- F.2.6.** *Acknowledge Addenda*
Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
- F.2.7.** *Clarification Meeting*
Attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.
- F.2.8.** *Seek Clarification*
Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.
- F.2.9.** *Insurance*
Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the Contract Data. The tenderer is advised to seek qualified advice regarding insurance.
- F.2.10.** *Pricing the Tender Offer*
- F.2.10.1.** *Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.*
- F.2.10.2.** *Show VAT payable by the employer separately as an addition to the tendered total of the prices.*
- F.2.10.3.** *Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the Contract Data.*
- F.2.10.4.** *State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the Contract Data may provide for part payment in other currencies.*
- F.2.11.** *Alterations to Documents*
*Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid **are prohibited**.*
- F.2.12.** *Alternative Tender Offers*
- F.2.12.1.** *Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.*
- F.2.12.2.** *Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.*
- F.2.13.** *Submitting a Tender Offer*

- F.2.13.1.** *Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the Contract Data and described in the Scope of Works, unless stated otherwise in the tender data.*
- F.2.13.2.** *Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.*
- F.2.13.3.** *Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.*
- F.2.13.4.** *Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.*
- F.2.13.5.** *Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.*
- F.2.13.6.** *Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.*
- F.2.13.7.** *Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.*
- F.2.13.8.** *Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.*
- F.2.13.9.** *Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.*
- F.2.14.** *Information and Data to be completed in all Respects*
Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- F.2.15.** *Closing Time*
- F.2.15.1.** *Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.*
- F.2.15.2.** *Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.*
- F.2.16.** *Tender Offer Validity*

- F.2.16.1.** *Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.*
- F.2.16.2.** *If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, with or without any conditions attached to such extension.*
- F.2.16.3.** *Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.*
- F.2.16.4.** *Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".*
- F.2.17.** *Clarification of Tender Offer after Submission*
Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
- Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*
- F.2.18.** *Provide other Material*
- F.2.18.1.** *Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarised joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.*
- F.2.18.2.** *Dispose of samples of materials provided for evaluation by the employer, where required.*
- F.2.19.** *Inspections, Tests and Analysis*
Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
- F.2.20.** *Submit Securities, Bonds, Policies, etc.*
If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the Contract Data.
- F.2.21.** *Check Final Draft*
Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.
- F.2.22.** *Return of Other Tender Documents*
If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23. *Certificates*

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 *The Employer's undertakings*

F.3.1. *Respond to Requests from the Tenderer*

F.3.1.1. *Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.*

F.3.1.2. *Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to pre-qualify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:*

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;*
- b) the new partners to a joint venture were not pre-qualified in the first instance, either as individual firms or as another joint venture; or*
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.*

F.3.2. *Issue Addenda*

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3. *Return Late Tender Offers*

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4. *Opening of Tender Submissions*

F.3.4.1. *Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.*

F.3.4.2. *Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.*

F.3.4.3. *Make available the record outlined in F.3.4.2 to all interested persons upon request.*

F.3.5. *Two-envelope system*

F.3.5.1. *Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.*

F.3.5.2. *Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.*

F.3.6. *Non-disclosure*

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7. *Grounds for Rejection and Disqualification*

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8. *Test for Responsiveness*

F.3.8.1. *Determine, after opening and before detailed evaluation, whether each tender offer properly received:*

- a) complies with the requirements of these Conditions of Tender,*
- b) has been properly and fully completed and signed, and*
- c) is responsive to the other requirements of the tender documents.*

F.3.8.2. *A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:*

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,*
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or*
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.*

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9. *Arithmetical Errors, Omissions and Discrepancies*

F.3.9.1. Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F.3.9.2. Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F.3.9.3. Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4. Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.10. Clarification of a Tender Offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11. Evaluation of Tender Offers

F.3.11.1. **General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2. **Method 1: Financial Offer**

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are

compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.3. Method 2: Financial Offer and Preference

In the case of a financial offer and preferences:

- a) *Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.*
- b) *Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:*

$$T_{EV} = N_{FO} + N_P$$

where:

- *N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7*
 - *N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8*
- c) *Rank tender offers from the highest number of tender evaluation points to the lowest.*
 - d) *Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.*
 - e) *Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.*

F.3.11.4. Method 3: Financial Offer and Quality

In the case of a financial offer and quality:

- a) *Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9 rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.*
- b) *Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:*

$$T_{EV} = N_{FO} + N_Q$$

where:

- *N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7*
 - *N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.*
- c) *Rank tender offers from the highest number of tender evaluation points to the lowest.*
 - d) *Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.*
 - e) *Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and*

recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so, and the process set out in this sub clause is repeated.

F.3.11.5. Method 4: Financial Offer, Quality and Preferences

In the case of a financial offer, quality and preferences:

- a) *Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.*
- b) *Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:*

$$T_{EV} = N_{FO} + N_P + N_Q$$

where:

- *N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7*
 - *N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.*
 - *N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.*
- c) *Rank tender offers from the highest number of tender evaluation points to the lowest.*
 - d) *Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.*
 - e) *Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.*

F.3.11.6. Decimal Places

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7. Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where:

- *N_{FO} is the number of tender evaluation points awarded for the financial offer.*
- *W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.*

- *A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.*

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1^a	Option 2^a
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P/P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m/P$
^a <i>P_m is the comparative offer of the most favourable comparative offer P is the comparative offer of the tender offer under consideration</i>			

F.3.11.8. Scoring Preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9. Scoring Quality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$NQ = W_2 \times S_o/M_s$$

where:

- *S_o is the score for quality allocated to the submission under consideration;*
- *M_s is the maximum possible score for quality in respect of a submission; and*
- *W₂ is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data*

F.3.12. Insurance Provided by the Employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the Contract Data, require the employer to provide.

F.3.13. Acceptance of Tender Offer

- F.3.13.1.** *Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:*

- a) *is not under restrictions, or has principals who are under restrictions, preventing participation in the employer's procurement,*
- b) *can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,*
- c) *has the legal capacity to enter into the contract,*
- d) *is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,*
- e) *complies with the legal requirements, if any, stated in the tender data, and*
- f) *is able, in the opinion of the employer, to perform the contract free of conflicts of interest.*

F.3.13.2. *Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the Form of Offer and Acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the Form of Offer and Acceptance.*

F.3.14. *Prepare Contract Documents*

F.3.14.1. *If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:*

- a) *addenda issued during the tender period,*
- b) *inclusion of some of the returnable documents, and*
- c) *other revisions agreed between the employer and the successful tenderer.*

F.3.14.2. *Complete the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.*

F.3.15. *Complete Adjudicator's Contract*
Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16. *Notice to Unsuccessful Tenderers*

F.3.16.1. *Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the Form of Offer and Acceptance before the expiry of the validity period stated in the Tender Data, or agreed additional period.*

F.3.16.2. *After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.*

F.3.17. *Provide Copies of the Contracts*

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the Form of Offer and Acceptance.

F.3.18. *Provide Written Reasons for Actions Taken*

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.



**PERFORMANCE MANAGEMENT SYSTEM
EXTERNAL SERVICE PROVIDERS**

(in terms of Section 116 of the Municipal Finance Management Act, Act 56 of 2003)

CONTRACT	BID 8/2/2/393ADD (3ME OR HIGHER) (2023-2026) TO APPOINT A PANEL FOR THE SUPPLY, DELIVERY, INSTALLATION, REPAIRS AND MAINTENANCE OF WATER & WASTEWATER PUMP STATIONS AND WATER & WASTEWATER TREATMENT PLANT IN MIDVAAL LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS, FROM DATE OF APPOINTMENT TO 30 JUNE 2026)	
COMPANY		
PROCUREMENT PROCESS	Tender	
TERM OF CONTRACT	From date of appointment until 30 June 2026	
RESPONSIBLE PERSON FOR ASSESSMENT & COMPLETION OF PERFORMANCE REPORT	Assistant Director	
TARGET DATE FOR ASSESSMENT OF PERFORMANCE, e.g. monthly/quarterly	Monthly	

A. OPERATIONAL KPI's (TO BE COMPLETED BY RELEVANT DEPARTMENT)					
KEY PERFORMANCE AREA	KEY PERFORMANCE INDICATOR	RESPONSIBLE PERSON & TARGET DATE	COMPLIANCE & DATE	DEVIATIONS, IF ANY, PROVIDE REASONS	AGREED RECTIFICATION MEASURES TO COMPLY
1. General Conditions	Comply and adhere to the conditions as per scope of work and specification as and when required	Daily			
2. Monthly meetings	Attend monthly performance meetings	Monthly			
3. Reports	Monthly reports according to contract deliverable.	Monthly/per Purchase Order			
5. Monthly Claim	Submit Monthly Invoice with correct claims and on time	Monthly/per Purchase Order			
6. Complaints register	Submission statistics on Call outs, complaints and works orders report	Monthly			

7. Occupational Health and Safety	Compliance to Occupational Health and Safety Act provisions	Monthly			
--	---	---------	--	--	--

B. TECHNICAL COMPLIANCE			
EVALUATION CRITERIA	ACCEPTABLE (1) *met requirements	FAIR (2) *with deviations	UNACCEPTABLE (3) *did not meet the requirements
1. Did the vendor conform to the approved specifications?			
2. How was the quality of goods/services received?			
3. Was the delivery/performance within the expected timeframe?			
4. Was the invoice in line with the quotation?			
5. Did the vendor manage the delivery of goods/services well?			
6. How timely was the request for information, proposals responded to?			
7. How responsive and competent were vendor representatives?			
8. Will you recommend the vendor in future?			
If no, please provide more details			
9. In case of non-performance, indicate the implications on service delivery			
10. In case of non-performance, what remedial actions were agreed to and was it adhered to?			
ADDITIONAL COMMENTS			

LEVEL OF PERFORMANCE		
Level 1 - Good Service Provider's performance fully meets the standards expected in all areas. The Service Provider has fully achieved effective results against all significant performance criteria, indicators and agreed targets. No remedial interventions required.	Level 2 - Acceptable Service Provider's performance is below the standard required. The Service Provider met some of the standards expected. Limited remedial interventions required.	Level 3 – Not Fully Effective Service Provider's performance didn't meet the standard expected. The Service Provider achieved below fully effective results against almost all the performance criteria, indicators and agreed targets. Remedial interventions required.

Performance assessment agreed to and accepted:

ON BEHALF OF SERVICE PROVIDER

DATE

ASSISTANT DIRECTOR:

DATE

DIRECTOR W&S ENGINEERING MLM

DATE

EXECUTIVE DIRECTOR: ENGINEERING

DATE

FOR OFFICIAL USE ONLY:

COMPLIANCE VERIFIED:

SECTION: LEGAL & PMS

On behalf of SUPPLY CHAIN MANAGEMENT UNIT

On behalf of PERFORMANCE MANAGEMENT

DATE

DATE